



Report to the Auburn City Council

Action Item 7
Agenda Item No.


City Manager Approval

To: Honorable Mayor and City Council Members
From: Valerie Harris, Chief of Police
Date: July 27, 2009
Subject: Central Valley Information Sharing System (CVISS) / COPLINK Memorandum of Understanding (MOU)

The Issue

Shall the City Council approve MOU'S for the Auburn Police Department's cost sharing and defined participation in the Central Valley Information Sharing System (CVISS) COPLINK node comprised of thirteen Sacramento region law enforcement agencies accessing data through a technology information-sharing system that maximizes data information exchange and communication between "Member Agencies" while maintaining the confidentiality of privileged or otherwise protected information to assist in law enforcement investigations?

Conclusions and Recommendation

By RESOLUTION approve the Participation and Cost Sharing MOU agreements as presented allowing the Auburn Police Department to become an ongoing partner in the regional data information sharing CVISS/COPLINK NODE. The initial system implementation costs are covered by Placer County Homeland Security Grant funds with payment beginning in the year 2011 and subsequent annual maintenance costs thereafter paid for by Auburn Police Department.

Background

Law enforcement agencies across the Nation share the mutual goal of providing safe communities for all of their citizens. While agencies tirelessly work to achieve this goal, their independent efforts lessen the likelihood of success. The majority of agencies throughout the United States today use computer aided dispatch and integrated records management systems to dispatch patrol staff to service calls. The systems store information that can in turn be retrieved for later use by individual agencies. These systems usually retain reported criminal activity, suspect names and/or descriptions, arrest information, stolen property information, and much more. While each agency maintains a wealth of information in their independent systems, the inability to easily access and share this information with other agencies can prove to be costly. This failure to share crucial information in a timely manner can result in the escape of a dangerous criminal or the failure to rescue an abducted child.

In 2008 the Sacramento County Regional Terrorist Threat Assessment Center (RTTAC) applied for and received a large Homeland Security LETTP Grant to fund a regional data sharing project intended to eventually include all thirty-four counties in the Eastern District of the United States. RTTAC continued to lead efforts in the development of the regional information sharing group formally known as the

Central Valley Information Sharing System (CVISS). Upon receipt of the grant funding, RTTAC formed a regional steering committee to finalize the vendor solution and associated costs with system development. The regional steering committee consists of representatives from the following: Sacramento RTTAC, US Attorney's Office, Placer and Sacramento County Sheriff Department's, Sacramento Police Department, and the Elk Grove Police Department.

The steering committee proceeded with the necessary research and ultimately identified "COPLINK" as the software solution for this project. COPLINK information systems were developed by the Knowledge Computing Corporation which currently provides interconnected data sharing projects in Orange, Los Angeles, and San Diego Counties, along with statewide systems in Alaska (37 agencies), Colorado (271 agencies), Florida (405 agencies) and many others. The initial plan for the Eastern District region calls for multiple interconnected "COPLINK NODES". The Sacramento Area Node is presently comprised of agencies from Placer, Sacramento, El Dorado, and Yolo Counties. COPLINK provides an avenue for the sharing of records data for investigative lead analysis and valuable data that can be retrieved from participating agency jail records, probation data, computer aided dispatch and many other data systems.

The regional COPLINK effort has now moved beyond the initial stages into the implementation stage for the Central Region Node. This phase includes the Auburn Police Department as one of the thirteen agencies participating in the Sacramento region. The attached Central Region Node Memorandum of Understanding (Exhibit A) and the CVISS Node Share Cost Agreement (Exhibit B) ensure Auburn's long-term involvement in the project. The Sacramento County Sheriff's Department is the fiscal agent responsible for administration of the Homeland Security LETPP 2007 grant funds. While the initial expense for implementation of the CVISS COPLINK solution is funded through the RTTAC Homeland Security grant monies, each individual agency must pay one time implementation costs followed by annual recurring costs beginning in 2012.

Placer County Law Enforcement Agencies have worked cooperatively through the Placer County Office of Emergency Services and the Placer County Grant Approval Authority for application submission and eventual receipt of Homeland Security Grant Funding. Each agency in turn elected to direct their awarded grant funds to participate in the COPLINK integrated information system. Placer County agencies entering into the CVISS Node agreement include the cities of Auburn, Lincoln, Rocklin, Roseville and the Placer County Sheriff's Department. Initial project implementation cost for the Auburn Police Department is \$23,205.50. This payment is due in July 2011. The annual reoccurring costs for the maintenance and participation in the CVISS Node are \$10,299.65, with payments beginning in Fiscal Year 2012/13. Initial implementation expenses and reoccurring maintenance costs are based on the number of authorized sworn officers (FTE) per member agency.

Alternatives Available to Council; Implications of Alternatives

1. Approve the CVISS Central Region Node MOU and the CVISS Central Region Node Cost Agreement MOU as presented.
2. Take no action.

Fiscal Impact

1. July 2011 implementation cost payable in the amount of \$23,205.50
2. Fiscal Year 2012/13 and thereafter annual payments for proportional share of system expenses in the amount of \$10,299.65.

ATTACHMENT A: COST PROPOSAL

City of Auburn Police Department

**RFP COST PROPOSAL
FOR
RADIO MAINTENANCE AND ENGINEERING SERVICES**

Vendor Name, Address and Telephone Number:

**ComTech Communications, Inc.
120 Main Avenue, Suite G
Sacramento CA 95838
(916) 568-7800**

1. Cost per month for General Infrastructure Radio Maintenance and Repair (to include semi-annual preventative maintenance) 8 a.m. – 5 p.m., Monday through Friday response:		\$ 300.00
		(monthly)
2. Cost of after-hour Infrastructure Radio Maintenance and Repair per hour:		\$ 90.00
		(hourly)
3. Cost of Antenna Feed Line Maintenance and Repair per hour:		\$ 85.00
		(hourly)
4. Cost of Radio Maintenance, Repair and/or other related work beyond the scope of the final agreement per hour:		\$ 85.00
		(hourly)
5. Percent of Markup on replacement radio parts over Contractor's cost:		Percent: 15 %
6. Cost of Radio Maintenance (to include preventative maintenance) and Repair per hour:	In the Field	\$ 85.00
	In the Shop	\$ 70.00
		(hourly)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 09-

RESOLUTION AUTHORIZING THE AUBURN POLICE DEPARTMENT TO ENTER
INTO MEMORANDUMS OF UNDERSTANDING WITH THE
CENTRAL VALLEY INFORMATION SHARING SYSTEM (CVISS) AND THE
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT FOR SYSTEM COST SHARING

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
City Manager or his designee to execute a Memorandum of Understanding
between the Auburn Police Department and the Central Valley Information
Sharing System (CVISS) Central Region Node. CVISS is comprised of thirteen
"Member Law Enforcement Agencies" including: the cities of Auburn, Citrus
Heights, Elk Grove, Folsom, Galt, Lincoln, Rocklin, Roseville, Sacramento, West
Sacramento and the El Dorado, Placer, and Sacramento County Sheriff
Departments. The MOU establishes a long-term integrated system of
information technology that maximizes the sharing of data and communication
between "Member Agencies".

A second Memorandum of Understanding between the Auburn Police
Department and the Sacramento County Sheriff's Department as outlined in
the CVISS MOU ensures payment for implementation and ongoing costs for
system participation.

DATED: July 27th, 2009

J. M. Holmes, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

1 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
2 that the foregoing resolution was duly passed at a regular meeting of the City
3 Council of the City of Auburn held on the 27th day of July 2009 by the
following vote on roll call:

4 Ayes:

5 Noes:

6 Absent:

7 _____
Joseph G. R. Labrie, City Clerk

EXHIBIT A

June 15, 2009

Auburn Police Department
Chief Valerie Harris
1215 Lincoln Way
Auburn, CA 95603

Subject: Participation and Cost Sharing MOUs for CVISS Central Region Node

Dear Chief Valerie Harris,

I am very pleased to report that the implementation process for the first Central Valley Information Sharing System (CVISS) COPLINK node has begun. The first phase of the CVISS Central Region Node consists of thirteen agencies in the Sacramento region. In order to ensure all agencies are on board with the requirements for participation, the enclosed MOU agreements outline the long-term participation and financial obligations of each Participating Agency.

The majority of the initial expense for the first thirteen agencies is borne by a homeland security LETPP grant, however there is some cost associated with being part of the node and contributing to sustaining the program once grant funding is spent. Financial support from Participating Agencies is not expected to begin until **July of 2011**.

The Sacramento Sheriff's Department is the fiscal agent responsible for the administration of the LETPP grant. The Cost Sharing MOU is an agreement between each participating agency and the Sacramento Sheriff's Department.

The Participating Agency MOU creates the CVISS Central Region Node and establishes an oversight board that provides voting membership to each participating agency. Enclosed you will find the seven page MOU and your agencies designated signature page. Once all thirteen agencies have signed the Participating Agency MOU, this board will be convened.

Enclosed you will find:

- Cost Sharing MOU (2 copies)
- Participating Agency MOU (1 copies)
- LETPP Grant Description
- Governance Diagram

Please review, sign and return one copy of each MOU in the enclosed envelope. A final signed copy of the Participating Agency MOU will be forwarded to all agencies when the signature process is complete. If you have any questions, please do not hesitate to contact me with your questions.

Sincerely,

Emily Robinson
CVISS Project Manager
916.874.3912 ■ erobinson@sacsheriff.com

**Memorandum of Understanding
Central Valley Information Sharing System (CVISS)
CENTRAL REGION NODE**

This Memorandum of Understanding ("MOU") is made and entered into on this 15th day of June 2009 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

The following Member Agencies hereby create the Central Valley Information Sharing System (CVISS) CENTRAL REGION NODE (Node): The following agencies are collectively known as the "Original Member Agencies."

- | | |
|------------------------------------|-------------------------------------|
| ▪ Auburn Police Department | ▪ Placer Sheriff's Department |
| ▪ Citrus Heights Police Department | ▪ Rocklin Police Department |
| ▪ El Dorado Sheriff's Department | ▪ Roseville Police Department |
| ▪ Elk Grove Police Department | ▪ Sacramento Police Department |
| ▪ Folsom Police Department | ▪ Sacramento Sheriff's Department |
| ▪ Galt Police Department | ▪ West Sacramento Police Department |
| ▪ Lincoln Police Department | |

Purpose

Member Agencies shall work cooperatively to establish an integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system. This regional law enforcement information-sharing system shall be known as the CVISS Central Region Node. The Member Agencies shall work in a variety of ways to facilitate sharing data in an effort to improve the information sharing efforts of their respective Agency and Node. The purpose of this agreement is to define the working relationships, and lines of authority for Member Agencies in the CVISS Central Region Node.

CCIC, through a grant from the Office of Homeland Security, has indicated the Cities, Counties, and other Agencies within the Eastern District of California, including any departments or divisions of such agencies, should enter into an agreement to share data among such agencies. The purpose of this document is to create the Central Region Node, to outline the duties and responsibilities of each Member Agency, and to provide for the addition of other eligible entities in the data-sharing program created by this MOU.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions:

- 1.1 *CCIC*: means the Central California Intelligence Center for the Eastern Federal District of California.
- 1.2 *CCIC Governance Board*: means the body responsible for executive oversight of the Central California Intelligence Center for the Eastern Federal District of California. The CCIC Director reports to the CCIC Governance Board.
- 1.3 *Central Valley Information Sharing System*: "CVISS" means the collective group of law and justice agencies, within the CCIC who are signatory on regional law enforcement information-sharing agreements.
- 1.4 *CCIC Director*: "Director" means the executive manager in charge of overseeing the CCIC activities in the 34 counties of the Eastern Federal District of California. The Director provides oversight and directive authority to the Nodes within the CVISS region. The CCIC Director reports to the CCIC Governance Board.
- 1.5 *Central Region Node*: "Node" means the collective informational infrastructure of the data warehouse operated for the benefit of the Member Agencies, within the central region of CVISS who are bound by the terms of this Agreement.
- 1.6 *Central Region Node Board of Directors*: "Board" means the Chief Executive Officer of each Member Agency, or their designee, each of whom shall have equal voting rights in the decisions of the Node.
- 1.7 *Central Region Node Consortium*: "Consortium" is the collective group of agencies that have entered into a MOU agreement to participate in the CVISS Central Region Node for law enforcement information sharing.
- 1.8 *COPLINK*: means the information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by KCC under the name COPLINK.
- 1.9 *Criminal Justice Practitioners*: those personnel from the Member Agencies that have the appropriate clearance and authority to utilize the Data as a function of their employment.
- 1.10 *Data*: means facts, detailed information, or other material provided by a Member Agency.
- 1.11 *Data Set* is a specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within

a records management system include, but not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.

- 1.12 *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.
- 1.13 *Fiscal Agent*: means the agency, entity or person approved and directed by the Board to handle and account for funds collected by the Consortium for the benefit of all Member Agencies.
- 1.14 *Host*: means the entity providing the facilities used to host the Node as determined by a fair review and decision by the Board.
- 1.15 *Knowledge Computing Corporation*: "KCC" means a corporation with its principal place of business at 6601 E. Grant Road, Suite 201, Tucson, Arizona 85615, and the owner and developer of COPLINK.

2 Effective Date and Term of MOU

- 2.1 Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.
- 2.2 Term: This MOU shall remain in effect until terminated as provided herein.

3 Committee and Working Groups

- 3.1 The Central Region Node Board of Directors: shall be comprised of Agency Heads for each Member Agency, or their designee, with each having an equal voice or vote on the direction, decision, and future planning of Node. The Board shall meet regularly, not less than annually, and shall report and be accountable to the CCIC Director and the CCIC Governance Board.
 - 3.1.1 The Board Chair shall be elected from among the Board members for a term of no more than two years. The Chair may select a designee to serve on his/her behalf.
 - 3.1.2 The Board shall establish and adopt bylaws and a governance process.
- 3.2 Central Region Node Technology Committee: The Agency Heads of the Member Agencies shall appoint a representative to serve on the Technology Committee. This committee will meet at least once per year to address system operations, upgrades, enhancements and any other matters of concern to Member Agencies.

- 3.3 Central Region Node Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions as deemed necessary to fulfill the purposes stated herein, including the creation of implementation or sustainment group or other teams necessary to further law enforcement information sharing efforts.

4 **Data Access and Security Requirements**

- 4.1 Data Access: Access to Member Agencies' Data will be provided utilizing a secure network maintained by the Host Nodes. Query capabilities shall be provided to Member Agencies and Authorized Users utilizing any secure network configuration that is acceptable to the Host Node. The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform the Consortium in advance, whenever possible, of scheduled down times of specific data feeds.
- 4.2 Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status.

The Board, in consultation with the CCIC Governance Board will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that member agencies must provide to be a member agency. In addition, the Board will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.

- 4.3 Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for its internal agency security of their records and any technical support necessary to insure proper security.
- 4.3.1 Liability and Indemnification: Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Member Agencies agree to indemnify, defend and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees arising out of or resulting from this MOU, and that each agency shall bear

the proportionate cost of any damage attributable to the fault of that agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

4.3.2 Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

4.4 Connecting with other COPLINK Nodes: The Board will continually work to expand the connectivity of the CVISS Central Region Node and will actively pursue opportunities to sign MOU agreements with other COPLINK nodes under the guidelines outlined in this agreement.

4.4.1 Power of Attorney: Under this MOU, all participating agencies agree to grant their Power of Attorney to the CCIC Governance Board for the sole purpose of executing node-to-node agreements. Node-to-Node agreements will not require further review or approval by each participating agency. Such node-to-node agreements should have no material changes adversely affecting the participating agencies included in this agreement.

4.5 CVISS Node Cooperation: Participating agencies understand CCIC requires all nodes within the 34-county region to sign MOU agreements with other CVISS nodes.

5 Information Ownership, Release and Accuracy

5.1 Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information contributed to the Central Region Node.

5.2 Information Utilization: Any Data present in the COPLINK system is the proprietary information of the Member Agency contributing that Data. Each Member Agency has an affirmative obligation to assure that all Data complies with 28 CFR Part 23. Other Member Agencies or Authorized Users wishing to utilize the Data must contact the Member Agency responsible for contributing that proprietary information. The Member Agency responsible for contributing the Data shall have sole discretion regarding release of that information.

5.3 Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the Central Region Node consists of information that is entered with a best effort to be accurate.

- 5.4 Data Errors: It will be the responsibility of Member Agencies to correct data errors that have been identified at that Member's sole cost within a reasonable time, but no later than ninety-days (90) from the date of notification.

6 Funding, Costs, Personnel and Financial Considerations

- 6.1 Node Costs: Costs for the creation, maintenance and expansion shall be paid as set forth in the CVISS Central Region Node Share of Cost Agreement dated April 2009, and may be amended from time to time. The Board must approve any adjustments to the Share of Cost Agreement.
- 6.2 Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of cost. For more details, see section 4.4 of the CVISS Central Region Node Share of Cost Agreement.
- 6.3 Financial Responsibility: Each Member Agency is responsible for the cost of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to the Node. Nothing included in this MOU requires any Agency to fund the activities of any other Member Agency.
- 6.4 Grant Funding: The 2007 LETPP grant provided by the California Office of Homeland Security will be used to offset the start-up costs for the Node. The primary use of these funds will focus on infrastructure and paying 50% of data integration fees for the Original Member Agencies. The Fiscal Agent will manage all aspects of payment and reporting for grant funding.
- 6.5 Future Grant Funding: Member Agencies that apply individually for grant funding for this system should notify CCIC to avoid duplicative efforts and requests for funding. Any grant funding which may result from such applications will be considered to be outside of this MOU. The Member Agencies may choose to apply jointly for grant funding and upon the written agreement of the Member Agencies; such monies shall fall under the jurisdiction of this MOU.
- 6.6 Member Agency Employees: Employees of a Member Agency working for the benefit of the Node remain the employees of that Member Agency.

7 Amendments

- 7.1 This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.

8 Termination

- 8.1 MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.
- 8.2 Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon thirty-day (30) prior written notice to the Board, unless such termination is prohibited by a grant condition or unless the Member Agency is a Host Node. In the event of termination, the departing Member Agency is responsible for the pro-rated annual payment for the year in which they terminate.
- 8.3 Host Node Termination: A Member Agency that is also the Host of the Node wishing to withdraw as a host or terminating its participation in this MOU must inform the Board in writing no less than one-hundred eighty-days (180) prior to termination. The Board and the departing Host Node are responsible to work collaboratively to locate a successor Host for the Node and assisting in the transition to the new Host.
- 8.4- Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium with or without cause by informing the Board in writing no less than one-hundred eighty (180) prior to termination. The departing Fiscal Agent is responsible for locating a successor Fiscal Agent and helping in the transition period. Termination by the Fiscal Agent requires a review of financial statements to assure a smooth transition of the books and accounts to the new Fiscal Agent. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.
- 8.5 Other Termination: The Board may exercise their authority to terminate the relationship with a Member Agency established under this MOU if the majority members of the Board determine that the Member Agency is not participating in the manner agreed to within this MOU.

9 Miscellaneous

- 9.1 This MOU is intended to provide for a strategic plan to promote data sharing and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies and potential future data sources.

The parties hereto execute this MOU as of the Effective Date.

AGREED to this ____ day of _____, 2009:

City of Auburn

Robert Richardson
City Manager
City of Auburn

Date

Valerie Harris
Chief of Police
City of Auburn

Date

**Memorandum of Understanding
CVISS Central Region Node Share of Cost Agreement**

This Memorandum of Understanding ("MOU") is made and entered into on this 1st day of April, 2009 by the Sacramento County Sheriff's Department and Auburn Police Department.

Purpose and Background

The Sacramento County Sheriff's Department and Auburn Police Department agree to the terms and conditions set forth in the Sacramento Central Valley Information Sharing System (CVISS) Central Region Node MOU. This consortium is overseen by the CVISS Steering Committee. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as COPLINK via the Central Region Node Consortium. This agreement outlines the financial working relationship and cost-sharing contract for Central Region Node Consortium member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions

- 1.1 **Central Valley Information Sharing System (CVISS)** is the name of the Sacramento Regional Terrorist Threat Assessment Center (RTTAC) information sharing system.
- 1.2 **Central Valley Information Sharing System (CVISS) Steering Committee** is the governing body for all information sharing initiatives in the 34 county Sacramento RTTAC.
- 1.3 **Data** means electronic facts, detailed information, or other material provided by a Member Agency.
- 1.4 **Data Repository** means the computer equipment used to store, connect and disseminate COPLINK information to Member Agencies.
- 1.5 **Sacramento County Sheriff's Department (SSD)** is the fiscal agent for the Central Region Node of CVISS and will handle and account for funds collected by the Node for the benefit of all Member Agencies.
- 1.6 **Central Region Node** means the collective signatory law and justice agencies, within the central region of CVISS who have agreed to work within the parameters of this Agreement.
- 1.7 **Central Region Node Consortium** is the collective group of agencies that have entered into a MOU agreement to participate in the CVISS Central Region Node for law enforcement information-sharing.

- 1.8 **Member Agency** means law enforcement agencies contributing data to the Central Region CVISS Node are allowed access to data of other member agencies and other COPLINK nodes.
- 1.9 **Knowledge Computing Corporation (KCC)** means a corporation with its principal place of business at 6601 E. Grant Road, Suite 201, Tucson, Arizona 85615, and the owner and developer of COPLINK.
- 1.10 **COPLINK** means the information sharing and analysis software licensed to the member agencies by KCC under the name COPLINK.
- 2 **Effective Date and Term of MOU**
 - 2.1 **Effective Date** the effective date of this MOU is the date noted above and/or the date each subsequent agency signs the agreement.
 - 2.2 **Term** this MOU shall remain in effect until terminated as provided herein.
- 3 **Requirements for Participation**
 - 3.1 To participate in the Central Region Node, agencies agree to share cost based on their number of authorized sworn staff.
 - 3.2 To participate in the Central Region Node, agencies agree to contribute data from their Records Management System (RMS) as defined by the Central Region Node Consortium.
 - 3.3 To participate in the Central Region Node, agencies overseeing jails agree to contribute data from their Jail Management System (JMS) as defined by the Central Region Node Consortium.
- 4 **Financial Oversight and Management**
 - 4.1 **Node Costs** Member Agencies shall pay a proportional share of software purchases, software maintenance, implementation, network, hardware, and operational costs, as approved by the CVISS Steering Committee. The operating costs of the Node shall be shared between the member agencies based on the number of authorized sworn officers (FTE) per Member Agency as the numerator and the aggregate number of authorized sworn officers (FTE) of all Member Agencies as the denominator.
 - 4.2 **Annual Budget** Each year SSD shall prepare an annual budget for approval by the CVISS Central Region Node Board that includes the share of cost for each Member Agency.
 - 4.3 **Annual Report** At least once per year SSD shall report to the CVISS Steering Committee on all funds collected and expended by the Central Region Node Consortium in support of the COPLINK project.

- 4.4 **Payment Administration** SSD shall administer payments to all vendors and invoice Member Agencies for their share of cost.
- 4.5 **Financial Responsibility** Each Member Agency is responsible for any costs to connect to the CVISS Central Region Node data repository, which may include acquiring hardware, software, data communication equipment and/or services. Nothing included in this MOU requires any agency to fund the activities of any other Member agency.

5 Payment Schedule

- 5.1 **Homeland Security LETTP Grant** The 2007 LETTP grant award by the Office of Homeland Security will pay for the necessary hardware infrastructure for the Central Region Node, 50% of the data integration costs for each Member agency and the enterprise software license fee. The following outlines the initial and ongoing maintenance costs for Auburn Police Department to participate in the CVISS Node. These maintenance costs are subject to review and additional assessment by the CVISS Central Region Node Steering Committee.
- 5.2 Agency share of cost is due within 30 days of signature of this agreement. Data integration effort will not begin without receipt of payment.
- 5.3 Agency annual maintenance will be invoiced by the fiscal agent. The annual payment is due within 30 days of receipt by member agencies. If payment or payment arrangements have not been agreed to, services will be terminated.

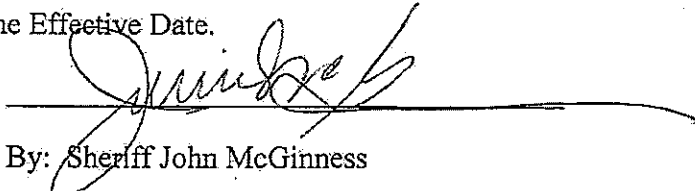
The Initial Data Mapping/Integration cost of **\$23,205.00** will be covered by the Placer County Grant Approval Authority.

The following estimated maintenance fees includes the software maintenance fees from KCC and the hardware, location and maintenance fees necessary to support the node infrastructure. These ongoing sustainment costs will be due annually after the KCC warranty period is complete and grant funding is exhausted. Estimated to start **July 2011**.

Annual Maintenance for Node sustainment **\$10,299.65**

The parties hereto execute this MOU as of the Effective Date.

Sacramento County Sheriff's Department


By: Sheriff John McGinness

Auburn Police Department.

By: Chief Valerie Harris

